

Exhibit B

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

BIG LOTS INC., *et al.*,

Debtors¹.

Chapter 11

Case No. 24-11967 (JKS) (Jointly Administered)

**DECLARATION OF ATTIC PRODUCTS IN SUPPORT OF MOTION FOR
ALLOWANCE AND PAYMENT OF ADMINISTRATIVE CLAIMS OF TRADE
CREDITORS**

1. I am an authorized representative for Attic Products.
2. I have personal knowledge of the facts herein, including access to and review of business records and information for Attic Products.
3. I make this declaration in support of the motion of Attic Products, Dan Dee International, LLC, and Dewan & Sons for allowance and payment of administrative claims of trade creditors (the “Motion”).
4. To the best of my knowledge and belief formed after a reasonable inquiry, including review of business records, Big Lots and its subsidiaries have taken possession of goods, shipped by Attic Products, either within 20 days before the Petition Date of Sept. 9, 2024 or after the Petition Date. These goods are summarized in **Exhibit 1** attached hereto.
5. The purchase orders, invoices, and forwarder cargo receipts for these goods orders are attached hereto as **Exhibit 2**. These documents are true and accurate copies of business records of Attic Products’ fulfillment of Big Lots purchase orders.

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers, are as follows: Great Basin, LLC (6158); Big Lots, Inc. (9097); Big Lots Management, LLC (7948); Consolidated Property Holdings, LLC (0984); Broyhill LLC (7868); Big Lots Stores - PNS, LLC (5262); Big Lots Stores, LLC (6811); BLBO Tenant, LLC (0552); Big Lots Stores - CSR, LLC (6182); CSC Distribution LLC (8785); Closeout Distribution, LLC (0309); Durant DC, LLC (2033); AVDC, LLC (3400); GAFDC LLC (8673); PAFDC LLC (2377); WAFDC, LLC (6163); INFDC, LLC (2820); Big Lots eCommerce LLC (9612); and Big Lots F&S, LLC (3277). The address of the debtors’ corporate headquarters is 4900 E. Dublin-Granville Road, Columbus, OH 43081.



6. The invoices for these orders are unpaid, and no money or other valuable consideration has been received for the goods delivered.

7. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Date: November 22, 2024



Pravesh Kumar
Asst. Manager - Administration
Attic Products

Exhibit 1

Summary of Claims

EXHIBIT 1**In re Big Lots, Inc., Case No. 24-11967-JKS****Claimant: Attic Products**

Invoice	Big Lots PO Number	Order Total	FCR Issue Date	Big Lots Entity	Received by Big Lots	Claim Type
AJ-1054/24	95320743	\$ 5,654.88	22-Jul-24	AVDC, LLC	13-Sep-24	Post-Petition Delivery
AJ-1055/24	95320744	\$ 2,877.93	30-Jul-24	CSC Distribution, LLC	29-Sep-24	Post-Petition Delivery
AJ-1056/24	95320745	\$ 5,149.98	31-Jul-24	Closeout Distribution, LLC	Note 1	Post-Petition Delivery
AJ-1057/24	95320747	\$ 2,827.44	31-Jul-24	Big Lots Stores, LLC	Note 1	Post-Petition Delivery
AJ-1058/24	95322264	\$ 49,920.00	10-Aug-24	Durant DC, LLC	4-Oct-24	Post-Petition Delivery
AJ-480/24	95217767	\$ 20,650.00	4-Jul-24	Durant DC, LLC	11-Sep-24	Post-Petition Delivery
AJ-682/24	95217768	\$ 30,975.00	9-Jul-24	Big Lots Stores, LLC	21-Aug-24	503(b)(9)
AJ-918/24	95320746	\$ 2,928.42	22-Jul-24	Durant DC, LLC	11-Sep-24	Post-Petition Delivery

Total Post-Petition Delivery	\$	90,008.65
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Total 503(b)(9)	\$	30,975.00
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Grand Total	\$	120,983.65
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Note 1: LCL shipment, details not available

Exhibit 2

Invoices, FCRs, and Big Lots Purchase Orders

X-6, OKHLA INDUSTRIAL AREA , PHASE-2 , NEW DELHI, DELHI, 110 020 , INDIA

INVOICE

Invoice No.: AJ-480-24

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: TT 60 DAYS

Country of Origin: INDIA

Vessel / Voyage: OOCL BREMERHAVEN / 0VBHNW1MA

Ship on or about: July 06, 2024

Invoice Date.: May 04, 2024

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: MUNDRA

Port of Entry: HOUSTON, TX

Destination: DURANT, OK

Container Number (Factory Load) : TCNU5166690, TCNU6449289

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95217767	350 EA	59.000/EA	20,650.000
SKU No.: 810732010	350 CTNS		
IRON MANGO WOOD COFFEE TABLE S/3	No. of Pallet:		
HTS Code.: 9403200050			
<u>Manufacturer Name & Address</u> ATTIC PRODUCTS G-320 BORANADA PHASE-3 JODHPUR JODHPUR, RAJASTHAN 342012, INDIA			
Total:	(350 CTNS)	350	20,650.000
TOTAL (USD) DOLLARS : TWENTY THOUSAND SIX HUNDRED FIFTY ONLY.			

Consolidator(Full Name & Address)

ATTIC PRODUCTS
G-320 BORANADA IINDUSTRIAL AREA PH-3
JODHPUR , RAJASTHAN
342008 INDIA
Container No./Seal/Size:
TCNU5166690/R2416040/40H
TCNU6449289/R2416022/40H

Container Stuffing Location(Full Name & Address)

ATTIC PRODUCTS
G-320 BORANADA PHASE-3
JODHPUR , RAJASTHAN
342012 INDIA
Container No./Seal/Size:
TCNU5166690/R2416040/40H
TCNU6449289/R2416022/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES
350 CARTONS

X-6, OKHLA INDUSTRIAL AREA , PHASE-2 , NEW DELHI, DELHI, 110 020 , INDIA

PACKING LIST

Invoice No.: AJ-480-24

Invoice Date.: May 04, 2024

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USADelivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: TT 60 DAYS

Payment Term / OAT #(Open Account Transaction):

Country of Origin: INDIA

L/C Number: TT

Vessel / Voyage: OOCL BREMERHAVEN / 0VBHNV1MA

Port of Loading: MUNDRA

Ship on or about: July 06, 2024

Port of Entry: HOUSTON, TX

Destination: DURANT, OK

Container Number (Factory Load) : TCNU5166690, TCNU6449289

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM	
P/O No.: 95217767	350 EA	6,951.00	9,541.00	134.326	
SKU No.: 810732010	350 CTNS				
IRON MANGO WOOD COFFEE TABLE S/3	No. of Pallet:				
HTS Code.: 9403200050					
Total:	(350 CTNS)	350	6,951.00	9,541.00	134.326

Consolidator(Full Name & Address)

ATTIC PRODUCTS
G-320 BORANADA IINDUSTRIAL AREA PH-3
JODHPUR , RAJASTHAN
342008 INDIA
Container No./Seal/Size:
TCNU5166690/R2416040/40H
TCNU6449289/R2416022/40H

Container Stuffing Location(Full Name & Address)

ATTIC PRODUCTS
G-320 BORANADA PHASE-3
JODHPUR , RAJASTHAN
342012 INDIA
Container No./Seal/Size:
TCNU5166690/R2416040/40H
TCNU6449289/R2416022/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And NumberBIG LOTS
STORES
350 CARTONS

X-6, OKHLA INDUSTRIAL AREA , PHASE-2 , NEW DELHI, DELHI, 110 020 , INDIA

INVOICE

Invoice No.: AJ-682-24

Sold To: BIG LOTS STORES, LLC
500 PHILLIPI RD
COLUMBUS, OH 43228
USA

Shipment Terms: TT 60 DAYS

Country of Origin: INDIA

Vessel / Voyage: TENO / 4127W

Ship on or about: July 17, 2024

Invoice Date.: May 13, 2024

Delivery To: 500 PHILLIPI RD
COLUMBUS, OH 43228
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: MUNDRA

Port of Entry: NORFOLK, VA

Destination: COLUMBUS, OH

Container Number (Factory Load) : FFAU1527386, GCXU5907867, UACU5490926

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95217768	525 EA	59.000/EA	30,975.000
SKU No.: 810732010	525 CTNS		
IRON MANGO WOOD COFFEE TABLE S/3	No. of Pallet:		
HTS Code.: 9403200050			
<div>Manufacturer Name & Address</div> <div>ATTIC PRODUCTS G-320 BORANADA PHASE-3 JODHPUR JODHPUR, RAJASTHAN 342012, INDIA</div>			
Total:	(525 CTNS)	525	30,975.000
TOTAL (USD) DOLLARS : THIRTY THOUSAND NINE HUNDRED SEVENTY-FIVE ONLY.			

Consolidator(Full Name & Address)

ATTIC PRODUCTS
G-320 BORANADA IINDUSTRIAL AREA PH-3
JODHPUR , RAJASTHAN
342008 INDIA
Container No./Seal/Size:
FFAU1527386/HLG6030597/40H
GCXU5907867/HLG6030595/40H
UACU5490926/HLG6030596/40H

Container Stuffing Location(Full Name & Address)

ATTIC PRODUCTS
G-320 BORANADA PHASE-3
JODHPUR , RAJASTHAN
342012 INDIA
Container No./Seal/Size:
FFAU1527386/HLG6030597/40H
GCXU5907867/HLG6030595/40H
UACU5490926/HLG6030596/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES
525 CARTONS

X-6, OKHLA INDUSTRIAL AREA , PHASE-2 , NEW DELHI, DELHI, 110 020 , INDIA

PACKING LIST

Invoice No.: AJ-682-24

Invoice Date.: May 13, 2024

Sold To: BIG LOTS STORES, LLC
500 PHILLIPI RD
COLUMBUS, OH 43228
USADelivery To: 500 PHILLIPI RD
COLUMBUS, OH 43228
USA

Shipment Terms: TT 60 DAYS

Payment Term / OAT #(Open Account Transaction):

Country of Origin: INDIA

L/C Number: TT

Vessel / Voyage: TENO / 4127W

Port of Loading: MUNDRA

Ship on or about: July 17, 2024

Port of Entry: NORFOLK, VA

Destination: COLUMBUS, OH

Container Number (Factory Load) : FFAU1527386, GCXU5907867, UACU5490926

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM
P/O No.: 95217768	525 EA	10,426.50	14,311.50	201.489
SKU No.: 810732010	525 CTNS			
IRON MANGO WOOD COFFEE TABLE S/3	No. of Pallet:			
HTS Code.: 9403200050				
Total:	(525 CTNS)	525	10,426.50	14,311.50
				201.489

Consolidator(Full Name & Address)

ATTIC PRODUCTS
G-320 BORANADA IINDUSTRIAL AREA PH-3
JODHPUR , RAJASTHAN
342008 INDIA
Container No./Seal/Size:
FFAU1527386/HLG6030597/40H
GCXU5907867/HLG6030595/40H
UACU5490926/HLG6030596/40H

Container Stuffing Location(Full Name & Address)

ATTIC PRODUCTS
G-320 BORANADA PHASE-3
JODHPUR , RAJASTHAN
342012 INDIA
Container No./Seal/Size:
FFAU1527386/HLG6030597/40H
GCXU5907867/HLG6030595/40H
UACU5490926/HLG6030596/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And NumberBIG LOTS
STORES
525 CARTONS

X-6, OKHLA INDUSTRIAL AREA , PHASE-2 , NEW DELHI, DELHI, 110 020 , INDIA

INVOICE

Invoice No.: AJ-918-24

Invoice Date.: June 12, 2024

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USADelivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: TT 60 DAYS

Payment Term / OAT #(Open Account Transaction):

Country of Origin: INDIA

L/C Number: TT

Vessel / Voyage: EVER SAFETY / 114E

Port of Loading: NHAVA SHEVA

Ship on or about: August 10, 2024

Port of Entry: HOUSTON, TX

Destination: DURANT, OK

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95320746 SKU No.: 810747464 ACACIA WOOD SERVING BOARD HTS Code.: 4419209000 No. of Pallet:	174 EA 58 CTNS	5.970/EA	1,038.780
P/O No.: 95320746 SKU No.: 810747644 MANGO WOOD SERVING BOARD HTS Code.: 4419209000 No. of Pallet:	174 EA 58 CTNS	6.240/EA	1,085.760
P/O No.: 95320746 SKU No.: 810747992 ACACIA WOOD SERVING BOARD HTS Code.: 4419209000 No. of Pallet:	174 EA 58 CTNS	4.620/EA	803.880
Manufacturer Name & Address ATTIC PRODUCTS G-320 BORANADA PHASE-3 JODHPUR JODHPUR, RAJASTHAN 342012, INDIA			
Total:		(174 CTNS) 522	2,928.420
TOTAL (USD) DOLLARS : TWO THOUSAND NINE HUNDRED TWENTY-EIGHT AND CENTS FORTY-TWO ONLY.			

Consolidator(Full Name & Address)

YUSEN LOGISTICS (INDIA) PRIVATE LIMITED
TG TERMINALS CFS NHAVA SHEVA,
VILLAGE VESHVI, POST DIGHODE, TAL URAN, RAIGAD, NAVI
MUMBAI 400 702
NAVI MUMBAI , MAHARASHTRA
400702 INDIA
Container No./Seal/Size:
FFAU1832902/IN1482809/40H

Container Stuffing Location(Full Name & Address)

YUSEN LOGISTICS (INDIA) PRIVATE LIMITED
CFS VILLAGE- VESHVI, POST- DIGHODE, TALUKA-URAN,
DISTRICT-RAIGAD NAVI
MUMBAI , MAHARASHTRA
410206 INDIA
Container No./Seal/Size:
FFAU1832902/IN1482809/40H

We certify that there is no wood packing material in the shipment.

BIG LOTS
STORES
174 CARTONS

X-6, OKHLA INDUSTRIAL AREA , PHASE-2 , NEW DELHI, DELHI, 110 020 , INDIA

PACKING LIST

Invoice No.: AJ-918-24

Sold To: DURANT DC, LLC
 2306 ENTERPRISE DR
 DURANT, OK 74701
 USA

Shipment Terms: TT 60 DAYS

Country of Origin: INDIA

Vessel / Voyage: EVER SAFETY / 114E

Ship on or about: August 10, 2024

Invoice Date.: June 12, 2024

Delivery To: 2306 ENTERPRISE DR
 DURANT, OK 74701
 USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: NHAVA SHEVA

Port of Entry: HOUSTON, TX

Destination: DURANT, OK

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM
P/O No.: 95320746	174 EA	339.30	408.90	2.356
SKU No.: 810747464	58 CTNS			
ACACIA WOOD SERVING BOARD	No. of Pallet:			
HTS Code.: 4419209000				
P/O No.: 95320746	174 EA	226.20	295.80	1.148
SKU No.: 810747644	58 CTNS			
MANGO WOOD SERVING BOARD	No. of Pallet:			
HTS Code.: 4419209000				
P/O No.: 95320746	174 EA	295.80	371.20	1.310
SKU No.: 810747992	58 CTNS			
ACACIA WOOD SERVING BOARD	No. of Pallet:			
HTS Code.: 4419209000				
Total:	(174 CTNS)	522	861.30	1,075.90
				4.814

Consolidator(Full Name & Address)

YUSEN LOGISTICS (INDIA) PRIVATE LIMITED
TG TERMINALS CFS NHAVA SHEVA,
VILLAGE VESHVI, POST DIGHODE,TAL URAN, RAIGAD, NAVI
MUMBAI 400 702
NAVI MUMBAI , MAHARASHTRA
400702 INDIA
Container No./Seal/Size:
FFAU1832902/IN1482809/40H

Container Stuffing Location(Full Name & Address)

YUSEN LOGISTICS (INDIA) PRIVATE LIMITED
CFS VILLAGE- VESHVI, POST- DIGHODE,TALUKA-URAN,
DISTRICT-RAIGAD NAVI
MUMBAI , MAHARASHTRA
410206 INDIA
Container No./Seal/Size:
FFAU1832902/IN1482809/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

X-6, OKHLA INDUSTRIAL AREA , PHASE-2 , NEW DELHI, DELHI, 110 020 , INDIA

INVOICE

Invoice No.: AJ-1054-24

Sold To: AVDC, LLC
 18880 NAVAJO ROAD
 APPLE VALLEY, CA 92307
 USA

Shipment Terms: TT 60 DAYS

Country of Origin: INDIA

Vessel / Voyage: SEASPAN GANGES / 4130

Ship on or about: July 30, 2024

Invoice Date.: June 24, 2024

Delivery To: 18880 NAVAJO ROAD
 APPLE VALLEY, CA 92307
 USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: NHAVA SHEVA

Port of Entry: SAVANNAH, GA

Destination: SAVANNAH, GA

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95320743	336 EA	5.970/EA	2,005.920
SKU No.: 810747464	112 CTNS		
ACACIA WOOD SERVING BOARD	No. of Pallet:		
HTS Code.: 4419209000			
P/O No.: 95320743	336 EA	6.240/EA	2,096.640
SKU No.: 810747644	112 CTNS		
MANGO WOOD SERVING BOARD	No. of Pallet:		
HTS Code.: 4419209000			
P/O No.: 95320743	336 EA	4.620/EA	1,552.320
SKU No.: 810747992	112 CTNS		
ACACIA WOOD SERVING BOARD	No. of Pallet:		
HTS Code.: 4419209000			
<div>Manufacturer Name & Address</div> <div>ATTIC PRODUCTS G-320 BORANADA PHASE-3 JODHPUR JODHPUR, RAJASTHAN 342012, INDIA</div>			
Total:		(336 CTNS) 1,008	5,654.880
TOTAL (USD) DOLLARS : FIVE THOUSAND SIX HUNDRED FIFTY-FOUR AND CENTS EIGHTY-EIGHT ONLY.			

Consolidator(Full Name & Address)

YUSEN LOGISTICS (INDIA) PRIVATE LIMITED
TG TERMINALS CFS NHAVA SHEVA,
VILLAGE VESHVI, POST DIGHODE,TAL URAN, RAIGAD, NAVI
MUMBAI 400 702
NAVI MUMBAI , MAHARASHTRA
400702 INDIA
Container No./Seal/Size:
HLBU1013769/HLG9031057/40H

Container Stuffing Location(Full Name & Address)

YUSEN LOGISTICS (INDIA) PRIVATE LIMITED
CFS VILLAGE- VESHVI, POST- DIGHODE,TALUKA-URAN,
DISTRICT-RAIGAD NAVI
MUMBAI , MAHARASHTRA
410206 INDIA
Container No./Seal/Size:
HLBU1013769/HLG9031057/40H

We certify that there is no wood packing material in the shipment.

BIG LOTS
STORES
336 CARTONS

X-6, OKHLA INDUSTRIAL AREA , PHASE-2 , NEW DELHI, DELHI, 110 020 , INDIA

PACKING LIST

Invoice No.: AJ-1054-24

Sold To: AVDC, LLC
 18880 NAVAJO ROAD
 APPLE VALLEY, CA 92307
 USA

Shipment Terms: TT 60 DAYS

Country of Origin: INDIA

Vessel / Voyage: SEASPAN GANGES / 4130

Ship on or about: July 30, 2024

Invoice Date.: June 24, 2024

Delivery To: 18880 NAVAJO ROAD
 APPLE VALLEY, CA 92307
 USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: NHAVA SHEVA

Port of Entry: SAVANNAH, GA

Destination: SAVANNAH, GA

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM	
P/O No.: 95320743	336 EA	655.20	789.60	3.541	
SKU No.: 810747464	112 CTNS				
ACACIA WOOD SERVING BOARD	No. of Pallet:				
HTS Code.: 4419209000					
P/O No.: 95320743	336 EA	436.80	571.20	2.718	
SKU No.: 810747644	112 CTNS				
MANGO WOOD SERVING BOARD	No. of Pallet:				
HTS Code.: 4419209000					
P/O No.: 95320743	336 EA	571.20	716.80	3.040	
SKU No.: 810747992	112 CTNS				
ACACIA WOOD SERVING BOARD	No. of Pallet:				
HTS Code.: 4419209000					
Total:	(336 CTNS)	1,008	1,663.20	2,077.60	9.299

Consolidator(Full Name & Address)

YUSEN LOGISTICS (INDIA) PRIVATE LIMITED
TG TERMINALS CFS NHAVA SHEVA,
VILLAGE VESHVI, POST DIGHODE,TAL URAN, RAIGAD, NAVI
MUMBAI 400 702
NAVI MUMBAI , MAHARASHTRA
400702 INDIA
Container No./Seal/Size:
HLBU1013769/HLG9031057/40H

Container Stuffing Location(Full Name & Address)

YUSEN LOGISTICS (INDIA) PRIVATE LIMITED
CFS VILLAGE- VESHVI, POST- DIGHODE,TALUKA-URAN,
DISTRICT-RAIGAD NAVI
MUMBAI , MAHARASHTRA
410206 INDIA
Container No./Seal/Size:
HLBU1013769/HLG9031057/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

X-6, OKHLA INDUSTRIAL AREA , PHASE-2 , NEW DELHI, DELHI, 110 020 , INDIA

INVOICE

Invoice No.: AJ-1055-24

Sold To: CSC DISTRIBUTION, LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Shipment Terms: TT 60 DAYS

Country of Origin: INDIA

Vessel / Voyage: TUCAPEL / 4133

Ship on or about: August 21, 2024

Invoice Date.: June 24, 2024

Delivery To: 2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: NHAVA SHEVA

Port of Entry: SAVANNAH, GA

Destination: MONTGOMERY, AL

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95320744 SKU No.: 810747464 ACACIA WOOD SERVING BOARD HTS Code.: 4419209000 P/O No.: 95320744 SKU No.: 810747644 MANGO WOOD SERVING BOARD HTS Code.: 4419209000 P/O No.: 95320744 SKU No.: 810747992 ACACIA WOOD SERVING BOARD HTS Code.: 4419209000 <div>Manufacturer Name & Address ATTIC PRODUCTS G-320 BORANADA PHASE-3 JODHPUR JODHPUR, RAJASTHAN 342012, INDIA</div>	171 EA 57 CTNS No. of Pallet: 171 EA 57 CTNS No. of Pallet: 171 EA 57 CTNS No. of Pallet:	5.970/EA 6.240/EA 4.620/EA	1,020.870 1,067.040 790.020
Total: (171 CTNS) 513 2,877.930			
TOTAL (USD) DOLLARS : TWO THOUSAND EIGHT HUNDRED SEVENTY-SEVEN AND CENTS NINETY-THREE ONLY.			

Consolidator(Full Name & Address)
YUSEN LOGISTICS (INDIA) PRIVATE LIMITED
TG TERMINALS CFS NHAVA SHEVA,
VILLAGE VESHVI, POST DIGHODE,TAL URAN, RAIGAD, NAVI
MUMBAI 400 702
NAVI MUMBAI , MAHARASHTRA
400702 INDIA
Container No./Seal/Size:
FFAU1143230/HLG6291684/40H

Container Stuffing Location(Full Name & Address)
YUSEN LOGISTICS (INDIA) PRIVATE LIMITED
CFS VILLAGE- VESHVI, POST- DIGHODE,TALUKA-URAN,
DISTRICT-RAIGAD NAVI
MUMBAI , MAHARASHTRA
410206 INDIA
Container No./Seal/Size:
FFAU1143230/HLG6291684/40H

We certify that there is no wood packing material in the shipment.

BIG LOTS
STORES

171 CARTONS

X-6, OKHLA INDUSTRIAL AREA , PHASE-2 , NEW DELHI, DELHI, 110 020 , INDIA

PACKING LIST

Invoice No.: AJ-1055-24

Sold To: CSC DISTRIBUTION, LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Shipment Terms: TT 60 DAYS

Country of Origin: INDIA

Vessel / Voyage: TUCAPEL / 4133

Ship on or about: August 21, 2024

Invoice Date.: June 24, 2024

Delivery To: 2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: NHAVA SHEVA

Port of Entry: SAVANNAH, GA

Destination: MONTGOMERY, AL

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM	
P/O No.: 95320744	171 EA	333.45	401.85	2.438	
SKU No.: 810747464	57 CTNS				
ACACIA WOOD SERVING BOARD	No. of Pallet:				
HTS Code.: 4419209000					
P/O No.: 95320744	171 EA	222.30	290.70	1.129	
SKU No.: 810747644	57 CTNS				
MANGO WOOD SERVING BOARD	No. of Pallet:				
HTS Code.: 4419209000					
P/O No.: 95320744	171 EA	290.70	364.80	1.293	
SKU No.: 810747992	57 CTNS				
ACACIA WOOD SERVING BOARD	No. of Pallet:				
HTS Code.: 4419209000					
Total:	(171 CTNS)	513	846.45	1,057.35	4.860

Consolidator(Full Name & Address)

YUSEN LOGISTICS (INDIA) PRIVATE LIMITED
TG TERMINALS CFS NHAVA SHEVA,
VILLAGE VESHVI, POST DIGHODE,TAL URAN, RAIGAD, NAVI
MUMBAI 400 702
NAVI MUMBAI , MAHARASHTRA
400702 INDIA
Container No./Seal/Size:
FFAU1143230/HLG6291684/40H

Container Stuffing Location(Full Name & Address)

YUSEN LOGISTICS (INDIA) PRIVATE LIMITED
CFS VILLAGE- VESHVI, POST- DIGHODE,TALUKA-URAN,
DISTRICT-RAIGAD NAVI
MUMBAI , MAHARASHTRA
410206 INDIA
Container No./Seal/Size:
FFAU1143230/HLG6291684/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

X-6, OKHLA INDUSTRIAL AREA , PHASE-2 , NEW DELHI, DELHI, 110 020 , INDIA

INVOICE

Invoice No.: AJ-1056-24

Sold To: CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Shipment Terms: TT 60 DAYS

Country of Origin: INDIA

Vessel / Voyage: APL SOUTHAMPTON / 418W

Ship on or about: August 18, 2024

Invoice Date.: June 24, 2024

Delivery To: 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: NHAVA SHEVA

Port of Entry: NEW YORK, NY

Destination: TREMONT, PA

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95320745	306 EA	5.970/EA	1,826.820
SKU No.: 810747464	102 CTNS		
ACACIA WOOD SERVING BOARD	No. of Pallet:		
HTS Code.: 4419209000			
P/O No.: 95320745	306 EA	6.240/EA	1,909.440
SKU No.: 810747644	102 CTNS		
MANGO WOOD SERVING BOARD	No. of Pallet:		
HTS Code.: 4419209000			
P/O No.: 95320745	306 EA	4.620/EA	1,413.720
SKU No.: 810747992	102 CTNS		
ACACIA WOOD SERVING BOARD	No. of Pallet:		
HTS Code.: 4419209000			
<div>Manufacturer Name & Address</div> <div>ATTIC PRODUCTS G-320 BORANADA PHASE-3 JODHPUR JODHPUR, RAJASTHAN 342012, INDIA</div>			
Total:		(306 CTNS) 918	5,149.980
TOTAL (USD) DOLLARS : FIVE THOUSAND ONE HUNDRED FORTY-NINE AND CENTS NINETY-EIGHT ONLY.			

Consolidator(Full Name & Address)

YUSEN LOGISTICS (INDIA) PRIVATE LIMITED
TG TERMINALS CFS NHAVA SHEVA,
VILLAGE VESHVI, POST DIGHODE,TAL URAN, RAIGAD, NAVI
MUMBAI 400 702
NAVI MUMBAI , MAHARASHTRA
400702 INDIA
Container No./Seal/Size:
UETU5610836/OOLJSC2217/40H

Container Stuffing Location(Full Name & Address)

YUSEN LOGISTICS (INDIA) PRIVATE LIMITED
CFS VILLAGE- VESHVI, POST- DIGHODE,TALUKA-URAN,
DISTRICT-RAIGAD NAVI
MUMBAI , MAHARASHTRA
410206 INDIA
Container No./Seal/Size:
UETU5610836/OOLJSC2217/40H

We certify that there is no wood packing material in the shipment.

BIG LOTS
STORES
306 CARTONS

X-6, OKHLA INDUSTRIAL AREA , PHASE-2 , NEW DELHI, DELHI, 110 020 , INDIA

PACKING LIST

Invoice No.: AJ-1056-24

Sold To: CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Shipment Terms: TT 60 DAYS

Country of Origin: INDIA

Vessel / Voyage: APL SOUTHAMPTON / 418W

Ship on or about: August 18, 2024

Invoice Date.: June 24, 2024

Delivery To: 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: NHAVA SHEVA

Port of Entry: NEW YORK, NY

Destination: TREMONT, PA

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM	
P/O No.: 95320745	306 EA	596.70	719.10	4.364	
SKU No.: 810747464	102 CTNS				
ACACIA WOOD SERVING BOARD	No. of Pallet:				
HTS Code.: 4419209000					
P/O No.: 95320745	306 EA	397.80	520.20	2.020	
SKU No.: 810747644	102 CTNS				
MANGO WOOD SERVING BOARD	No. of Pallet:				
HTS Code.: 4419209000					
P/O No.: 95320745	306 EA	520.20	652.80	2.313	
SKU No.: 810747992	102 CTNS				
ACACIA WOOD SERVING BOARD	No. of Pallet:				
HTS Code.: 4419209000					
Total:	(306 CTNS)	918	1,514.70	1,892.10	8.697

Consolidator(Full Name & Address)
YUSEN LOGISTICS (INDIA) PRIVATE LIMITED
TG TERMINALS CFS NHAVA SHEVA,
VILLAGE VESHVI, POST DIGHODE,TAL URAN, RAIGAD, NAVI
MUMBAI 400 702
NAVI MUMBAI , MAHARASHTRA
400702 INDIA
Container No./Seal/Size:
UETU5610836/OOLJSC2217/40H

Container Stuffing Location(Full Name & Address)
YUSEN LOGISTICS (INDIA) PRIVATE LIMITED
CFS VILLAGE- VESHVI, POST- DIGHODE,TALUKA-URAN,
DISTRICT-RAIGAD NAVI
MUMBAI , MAHARASHTRA
410206 INDIA
Container No./Seal/Size:
UETU5610836/OOLJSC2217/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

X-6, OKHLA INDUSTRIAL AREA , PHASE-2 , NEW DELHI, DELHI, 110 020 , INDIA

INVOICE

Invoice No.: AJ-1057-24

Sold To: BIG LOTS STORES, LLC
500 PHILLIPI RD
COLUMBUS, OH 43228
USA

Shipment Terms: TT 60 DAYS

Country of Origin: INDIA

Vessel / Voyage: TORRENTE / 4132

Ship on or about: August 13, 2024

Invoice Date.: June 24, 2024

Delivery To: 500 PHILLIPI RD
COLUMBUS, OH 43228
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: NHAVA SHEVA

Port of Entry: NORFOLK, VA

Destination: COLUMBUS, OH

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95320747	168 EA	5.970/EA	1,002.960
SKU No.: 810747464	56 CTNS		
ACACIA WOOD SERVING BOARD	No. of Pallet:		
HTS Code.: 4419209000			
P/O No.: 95320747	168 EA	6.240/EA	1,048.320
SKU No.: 810747644	56 CTNS		
MANGO WOOD SERVING BOARD	No. of Pallet:		
HTS Code.: 4419209000			
P/O No.: 95320747	168 EA	4.620/EA	776.160
SKU No.: 810747992	56 CTNS		
ACACIA WOOD SERVING BOARD	No. of Pallet:		
HTS Code.: 4419209000			
<div>Manufacturer Name & Address</div> <div>ATTIC PRODUCTS G-320 BORANADA PHASE-3 JODHPUR JODHPUR, RAJASTHAN 342012, INDIA</div>			
Total:		(168 CTNS) 504	2,827.440
TOTAL (USD) DOLLARS : TWO THOUSAND EIGHT HUNDRED TWENTY-SEVEN AND CENTS FORTY-FOUR ONLY.			

Consolidator(Full Name & Address)

YUSEN LOGISTICS (INDIA) PRIVATE LIMITED
TG TERMINALS CFS NHAVA SHEVA,
VILLAGE VESHVI, POST DIGHODE,TAL URAN, RAIGAD, NAVI
MUMBAI 400 702
NAVI MUMBAI , MAHARASHTRA
400702 INDIA
Container No./Seal/Size:
SEGU5618304/HLG6337897/40H

Container Stuffing Location(Full Name & Address)

YUSEN LOGISTICS (INDIA) PRIVATE LIMITED
CFS VILLAGE- VESHVI, POST- DIGHODE,TALUKA-URAN,
DISTRICT-RAIGAD NAVI
MUMBAI , MAHARASHTRA
410206 INDIA
Container No./Seal/Size:
SEGU5618304/HLG6337897/40H

We certify that there is no wood packing material in the shipment.

BIG LOTS
STORES
168 CARTONS

X-6, OKHLA INDUSTRIAL AREA , PHASE-2 , NEW DELHI, DELHI, 110 020 , INDIA

PACKING LIST

Invoice No.: AJ-1057-24

Sold To: BIG LOTS STORES, LLC
500 PHILLIPI RD
COLUMBUS, OH 43228
USA

Shipment Terms: TT 60 DAYS

Country of Origin: INDIA

Vessel / Voyage: TORRENTE / 4132

Ship on or about: August 13, 2024

Invoice Date.: June 24, 2024

Delivery To: 500 PHILLIPI RD
COLUMBUS, OH 43228
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: NHAVA SHEVA

Port of Entry: NORFOLK, VA

Destination: COLUMBUS, OH

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM
P/O No.: 95320747	168 EA	327.60	394.80	2.395
SKU No.: 810747464	56 CTNS			
ACACIA WOOD SERVING BOARD	No. of Pallet:			
HTS Code.: 4419209000				
P/O No.: 95320747	168 EA	218.40	285.60	1.109
SKU No.: 810747644	56 CTNS			
MANGO WOOD SERVING BOARD	No. of Pallet:			
HTS Code.: 4419209000				
P/O No.: 95320747	168 EA	285.60	358.40	1.270
SKU No.: 810747992	56 CTNS			
ACACIA WOOD SERVING BOARD	No. of Pallet:			
HTS Code.: 4419209000				
Total:	(168 CTNS)	504	831.60	1,038.80
				4.774

Consolidator(Full Name & Address)

YUSEN LOGISTICS (INDIA) PRIVATE LIMITED
TG TERMINALS CFS NHAVA SHEVA,
VILLAGE VESHVI, POST DIGHODE,TAL URAN, RAIGAD, NAVI
MUMBAI 400 702
NAVI MUMBAI , MAHARASHTRA
400702 INDIA
Container No./Seal/Size:
SEGU5618304/HLG6337897/40H

Container Stuffing Location(Full Name & Address)

YUSEN LOGISTICS (INDIA) PRIVATE LIMITED
CFS VILLAGE- VESHVI, POST- DIGHODE,TALUKA-URAN,
DISTRICT-RAIGAD NAVI
MUMBAI , MAHARASHTRA
410206 INDIA
Container No./Seal/Size:
SEGU5618304/HLG6337897/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

X-6, OKHLA INDUSTRIAL AREA , PHASE-2 , NEW DELHI, DELHI, 110 020 , INDIA

INVOICE

Invoice No.: AJ-1058-24

Invoice Date.: June 24, 2024

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USADelivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: TT 60 DAYS

Payment Term / OAT #(Open Account Transaction):

Country of Origin: INDIA

L/C Number: TT

Vessel / Voyage: SAN DIEGO BRIDGE / 0VBHXW1MA

Port of Loading: MUNDRA

Ship on or about: August 08, 2024

Port of Entry: LOS ANGELES, CA

Destination: DURANT, OK

Container Number (Factory Load) : MOTU1429904, ONEU0191916

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95322264	130 EA	96.000/EA	12,480.000
SKU No.: 810746854	130 CTNS		
MANGO WOOD 2 DOOR CABINET/MANGO WOOD 2 DOOR CABINET	No. of Pallet:		
HTS Code.: 9403608081			
P/O No.: 95322264	130 EA	96.000/EA	12,480.000
SKU No.: 810746855	130 CTNS		
MANGO WOOD 2 DOOR CABINET/MANGO WOOD 2 DOOR CABINET	No. of Pallet:		
HTS Code.: 9403608081			
P/O No.: 95322264	130 EA	96.000/EA	12,480.000
SKU No.: 810746970	130 CTNS		
MANGO WOOD 2 DOOR CABINET/MANGO WOOD 2 DOOR CABINET	No. of Pallet:		
HTS Code.: 9403608081			
P/O No.: 95322264	130 EA	96.000/EA	12,480.000
SKU No.: 810747031	130 CTNS		
MANGO WOOD 2 DOOR CABINET/MANGO WOOD 2 DOOR CABINET	No. of Pallet:		
HTS Code.: 9403608081			
Manufacturer Name & Address			
ATTIC PRODUCTS G-320 BORANADA PHASE-3 JODHPUR JODHPUR, RAJASTHAN 342012, INDIA			
Total:	(520 CTNS)	520	49,920.000

TOTAL (USD) DOLLARS : FORTY-NINE THOUSAND NINE HUNDRED TWENTY ONLY.

Consolidator(Full Name & Address)
ATTIC PRODUCTSContainer Stuffing Location(Full Name & Address)
MUNDHRA C F S PVT LTD

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES
520 CARTONS

X-6, OKHLA INDUSTRIAL AREA , PHASE-2 , NEW DELHI, DELHI, 110 020 , INDIA

PACKING LIST

Invoice No.: AJ-1058-24

Invoice Date.: June 24, 2024

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USADelivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: TT 60 DAYS

Payment Term / OAT #(Open Account Transaction):

Country of Origin: INDIA

L/C Number: TT

Vessel / Voyage: SAN DIEGO BRIDGE / 0VBHXW1MA

Port of Loading: MUNDRA

Ship on or about: August 08, 2024

Port of Entry: LOS ANGELES, CA

Destination: DURANT, OK

Container Number (Factory Load) : MOTU1429904, ONEU0191916

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM	
P/O No.: 95322264	130 EA	3,967.60	4,856.80	32.804	
SKU No.: 810746854	130 CTNS				
MANGO WOOD 2 DOOR CABINET/MANGO WOOD 2 DOOR CABINET	No. of Pallet:				
HTS Code.: 9403608081					
P/O No.: 95322264	130 EA	3,967.60	4,856.80	32.804	
SKU No.: 810746855	130 CTNS				
MANGO WOOD 2 DOOR CABINET/MANGO WOOD 2 DOOR CABINET	No. of Pallet:				
HTS Code.: 9403608081					
P/O No.: 95322264	130 EA	3,967.60	4,856.80	32.804	
SKU No.: 810746970	130 CTNS				
MANGO WOOD 2 DOOR CABINET/MANGO WOOD 2 DOOR CABINET	No. of Pallet:				
HTS Code.: 9403608081					
P/O No.: 95322264	130 EA	3,967.60	4,856.80	32.804	
SKU No.: 810747031	130 CTNS				
MANGO WOOD 2 DOOR CABINET/MANGO WOOD 2 DOOR CABINET	No. of Pallet:				
HTS Code.: 9403608081					
Total:	(520 CTNS)	520	15,870.40	19,427.20	131.216

Consolidator(Full Name & Address)
ATTIC PRODUCTS
G-320 BORANADA IINDUSTRIAL AREA PH-3
JODHPUR , RAJASTHAN
342008 INDIA
Container No./Seal/Size:
MOTU1429904/IN1642090/40H
ONEU0191916/IN1642089/40H

Case 24-11967-JKS Doc 1259-2

Container Stuffing Location(Full Name & Address)
MUNDHRA C F S PVT LTD
MUNDRA PORT SEZ LTD MUNDRA
DISTT KUTCH
KUTCH , GUJARAT
370 421 INDIA
Container No./Seal/Size:
MOTU1429904/IN1642090/40H
ONEU0191916/IN1642089/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES
520 CARTONS

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-MUN-2400105**

Maker/Supplier : **ATTIC PRODUCTS**
X-6, OKHLA INDUSTRIAL AREA PHASE-2,

Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA

Shipment From : **MUNDRA** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
AJ-480-24Dated: **May 04, 2024**Date of Receipt of Cargo
June 26, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
BIG LOTS STORES PO NO: 95217767 SKU NO: 810732010 CARTON 1 - 350 MADE IN INDIA		NOTIFY PARTY: GEODIS 5101 S. BROAD STREET PHILADELPHIA, PA 19112-1404, U.S.A. ATTN: ALENA LAMINA ALSO NOTIFY: EDRAI 2020 LLC. 1300 SOUTH MINT STREET SUITE 200 CHARLOTTE NC 28203 USA TEL: 704-593-6329 EMAIL: DATAQUALITY@EDRAYCPL.COM CY-CY OTHER FURNITURE PO NO: 95217767 SKU NO: 810732010 QTY: 350 GR.WT: 9541.000 KGS SB.NO: 1871523 DT. 22/06/2024 *NEW DELHI-110020 SHIPPER'S LOAD, COUNT AND SEAL SAID TO CONTAIN TCNU5166690 SEAL# R2416040 40H DRY TCNU6449289 SEAL# R2416022 40H DRY SHIP TO CODE & LOCATION : 00879-DURANT, OK SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL 350 CARTONS 134.326 CBM 9,541.00 KGS =====		
TOTAL : THREE HUNDRED FIFTY (350) CARTONS ONLY				

"FREIGHT COLLECT"

SHIPMENT PER S.S. "OOCL BREMERHAVEN" VOY NO. 0VBHNW1MA DISCHARGED AT HOUSTON, TX
SAILING ON / ABOUT July 6, 2024. CARGO RECEIVED ON June 26, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
 (Terms and conditions are to be continued to the reverse side hereof.)

MUNDRA**July 4, 2024**

(Place and date of issue.)

YUSEN LOGISTICS**For Yusen Logistics (India) Private Limited**

Authorized Signatory

As Agent

(Authorized Signature)

V1

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
 - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
 - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
 - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
 - Proper Packing, etc.: All the cargoes, the subject of any Services provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
 - Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
 - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
 - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
 - Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
 - Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
 - Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or it is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement, with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
 - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- In the case of damage to goods, the date of delivery of cargoes;
 - In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper forum and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-MUN-2400112**

Maker/Supplier : **ATTIC PRODUCTS**
X-6, OKHLA INDUSTRIAL AREA PHASE-2,
 Buyer/Consignee : **BIG LOTS STORES, LLC**
500 PHILLIPI RD, COLUMBUS, OH 43228, USA
 Shipment From : **MUNDRA** To : **COLUMBUS, OH**

Maker/Supplier's INVOICE No.
AJ-682-24Dated: **May 13, 2024**Date of Receipt of Cargo
July 04, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
--------------	---------------	---------------------------------	--------------------	---------------

PLEASE REFER TO ATTACHED
SHEET (S) .

NOTIFY PARTY: GEODIS
 5101 S. BROAD STREET
 PHILADELPHIA, PA 19112-1404, U.S.A.
 ATTN: ALENA LAMINA
 ALSO NOTIFY: EDRAI 2020 LLC.
 1300 SOUTH MINT STREET SUITE 200
 CHARLOTTE NC 28203 USA
 TEL: 704-593-6329
 EMAIL: DATAQUALITY@EDRAYCPL.COM
 CY-CY

525 CARTONS 201.489 CBM 14,311.50 KGS

=====

TOTAL : FIVE HUNDRED TWENTY-FIVE (525) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "TEN0" VOY NO. 4127W DISCHARGED AT NORFOLK, VA
 SAILING ON / ABOUT July 17, 2024. CARGO RECEIVED ON July 4, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the
YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard
 Trading Conditions printed reverse side. Forwarding instructions can only
 be cancelled or altered if the original of this document is surrendered to the
 Company and then only provided the Company is still in a position to
 comply with such cancellation or alteration. Instructions authorizing
 disposal by a third party can only be cancelled or altered if the original of
 this document is surrendered to the Company, and then only provided the
 Company have not yet received instructions under the original authority.
 The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
 (Terms and conditions are to be continued to the reverse side hereof.)

MUNDRA

July 9, 2024

(Place and date of issue.)

YUSEN LOGISTICS

For Yusen Logistics (India) Private Limited



Authorized Signatory

As Agent

(Authorized Signature)

V2

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-MUN-2400112**

Maker/Supplier : **ATTIC PRODUCTS**
X-6, OKHLA INDUSTRIAL AREA PHASE-2,

Buyer/Consignee : **BIG LOTS STORES, LLC**
500 PHILLIPI RD, COLUMBUS, OH 43228, USA

Shipment From : **MUNDRA** To : **COLUMBUS, OH**

Maker/Supplier's INVOICE No.

AJ-682-24Dated: **May 13, 2024**

Date of Receipt of Cargo

July 04, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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PLEASE REFER TO ATTACHED
SHEET (S) .

NOTIFY PARTY: GEODIS

5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.

1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

525 CARTONS 201.489 CBM 14,311.50 KGS

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TOTAL : FIVE HUNDRED TWENTY-FIVE (525) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "TEN0" VOY NO. 4127W DISCHARGED AT NORFOLK, VA
SAILING ON / ABOUT July 17, 2024. CARGO RECEIVED ON July 4, 2024.

THIS IS NOT A DOCUMENT OF TITLE

Non-Negotiable

Copy

MUNDRA

July 9, 2024

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V2

V2

Attachment Page 1/1

FCR No. CNS-MUN-2400112

Shipping Mark

BIG LOTS STORES
PO NO: 95217768
SKU NO: 810732010
CARTON 1 - 525
MADE IN INDIA

Description of Goods

OTHER FURNITURE
PO NO: 95217768
SKU NO: 810732010
QTY: 525
GR.WT: 14311.5 KGS
SB.NO: 2140527 DT. 03/07/2024
HS. CODE. NO: 94032090
INV.NO: AJ-682/24 DT: 13.05.2024

*NEW DELHI-110020

SHIPPER'S LOAD, COUNT AND SEAL

SAID TO CONTAIN

FFAU1527386	SEAL# HLG6030597	40H DRY
GCXU5907867	SEAL# HLG6030595	40H DRY
UACU5490926	SEAL# HLG6030596	40H DRY

SHIP TO CODE & LOCATION : 00890-COLUMBUS, OH

SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING
MATERIAL

V2

Attachment Page 1/1

FCR No. CNS-MUN-2400112

Shipping Mark

BIG LOTS STORES
PO NO: 95217768
SKU NO: 810732010
CARTON 1 - 525
MADE IN INDIA

Description of Goods

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UACU5490926	SEAL# HLG6030596	40H DRY

SHIP TO CODE & LOCATION : 00890-COLUMBUS, OH

SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING
MATERIAL

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and in preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
- h) Proper Packing, etc.: All the cargoes, the subject of any Services provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
- k) Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
- l) Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or it is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement, with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper forum and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

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FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400719**

Maker/Supplier : **ATTIC PRODUCTS**
X-6, OKHLA INDUSTRIAL AREA PHASE-2,

Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA

Shipment From : **NHAVA SHEVA** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
AJ-918-24Dated: **June 12, 2024**Date of Receipt of Cargo
July 15, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95320746
SKU NO: 810747464,
810747644,810747992
CARTON 1 - 174
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

KITCHENWARE
PO NO: 95320746
SKU NO: 810747464,810747644,810747992
QTY: 522
GR.WT: 1075.900 KGS
SB.NO: 2313541 DT. 10/07/2024

NEW DELHI-110020*FFAU1832902 (PART) SEAL# IN1482809 40H DRY**

SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING MATERIAL

174 CARTONS 4.814 CBM 1,075.90 KGS**TOTAL : ONE HUNDRED SEVENTY-FOUR (174) CARTONS ONLY****"FREIGHT COLLECT"**

SHIPMENT PER S.S. "EVER SAFETY" VOY NO. 114E DISCHARGED AT HOUSTON, TX
SAILING ON / ABOUT August 10, 2024. CARGO RECEIVED ON July 15, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: **1**
 (Terms and conditions are to be continued to the reverse side hereof.)

NHAVA SHEVA**July 22, 2024**

(Place and date of issue.)

YUSEN LOGISTICS**For Yusen Logistics (India) Private Limited**


Authorized Signatory

As Agent

(Authorized Signature)

V1

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400719**

Maker/Supplier : **ATTIC PRODUCTS**
X-6, OKHLA INDUSTRIAL AREA PHASE-2,
Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA
Shipment From : **NHAVA SHEVA** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
AJ-918-24
Dated: **June 12, 2024**
Date of Receipt of Cargo
July 15, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
BIG LOTS STORES PO NO: 95320746 SKU NO: 810747464, 810747644,810747992 CARTON 1 - 174 MADE IN INDIA		NOTIFY PARTY: GEODIS 5101 S. BROAD STREET PHILADELPHIA, PA 19112-1404, U.S.A. ATTN: ALENA LAMINA ALSO NOTIFY: EDRAY 2020 LLC. 1300 SOUTH MINT STREET SUITE 200 CHARLOTTE NC 28203 USA TEL: 704-593-6329 EMAIL: DATAQUALITY@EDRAYCPL.COM CFS-CY KITCHENWARE PO NO: 95320746 SKU NO: 810747464,810747644,810747992 QTY: 522 GR.WT: 1075.900 KGS SB.NO: 2313541 DT. 10/07/2024 *NEW DELHI-110020 FFAU1832902 (PART) SEAL# IN1482809 40H DRY SHIP TO CODE & LOCATION : 00879-DURANT, OK SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING MATERIAL		
174 CARTONS 4.814 CBM 1,075.90 KGS				
TOTAL : ONE HUNDRED SEVENTY-FOUR (174) CARTONS ONLY				

"FREIGHT COLLECT"
SHIPMENT PER S.S. "EVER SAFETY" VOY NO. 114E DISCHARGED AT HOUSTON, TX
SAILING ON / ABOUT August 10, 2024. CARGO RECEIVED ON July 15, 2024.

THIS IS NOT A DOCUMENT OF TITLE	NHAVA SHEVA July 22, 2024 (Place and date of issue.) YUSEN LOGISTICS As Agent V1
Non-Negotiable Copy	

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
 - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
 - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
 - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and in preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
 - Proper Packing, etc.: All the cargoes, the subject of any Services provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
 - Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
 - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
 - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
 - Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
 - Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
 - Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or it is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement, with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
 - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
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- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
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- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- In the case of damage to goods, the date of delivery of cargoes;
 - In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper forum and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

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Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400720**

Maker/Supplier : **ATTIC PRODUCTS**
X-6, OKHLA INDUSTRIAL AREA PHASE-2,

Buyer/Consignee : **AVDC, LLC**
18880 NAVAJO ROAD, APPLE VALLEY, CA 92307, USA

Shipment From : **NHAVA SHEVA** To : **APPLE VALLEY, CA**

Maker/Supplier's INVOICE No.
AJ-1054-24Dated: **June 24, 2024**Date of Receipt of Cargo
July 15, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95320743
SKU NO: 810747464,
810747644, 810747992
CARTON 1 - 336
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

TABLEWARE & KITCHENWARE
PO NO: 95320743
SKU NO: 810747464, 810747644, 810747992
QTY: 1008
GR.WT: 2077.600 KGS
SB.NO: 2313540 DT. 10/07/2024

NEW DELHI-110020*HLBU1013769 (PART) SEAL# HLG9031057 40H DRY**

SHIP TO CODE & LOCATION : 00869-APPLE VALLEY, CA
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING
MATERIAL

336 CARTONS 9.299 CBM 2,077.60 KGS

TOTAL : THREE HUNDRED THIRTY-SIX (336) CARTONS ONLY**"FREIGHT COLLECT"**

SHIPMENT PER S.S. "SEASPAR GANGES" VOY NO. 4130 DISCHARGED AT SAVANNAH, GA
SAILING ON / ABOUT July 30, 2024. CARGO RECEIVED ON July 15, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
 (Terms and conditions are to be continued to the reverse side hereof.)

NHAVA SHEVA**July 22, 2024**

(Place and date of issue.)

YUSEN LOGISTICS**For Yusen Logistics (India) Private Limited**


Authorized Signatory

As Agent

(Authorized Signature)

V1

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400720**

Maker/Supplier : **ATTIC PRODUCTS**
X-6, OKHLA INDUSTRIAL AREA PHASE-2,

Buyer/Consignee : **AVDC, LLC**
18880 NAVAJO ROAD, APPLE VALLEY, CA 92307, USA

Shipment From : **NHAVA SHEVA** To : **APPLE VALLEY, CA**

Maker/Supplier's INVOICE No.

AJ-1054-24Dated: **June 24, 2024**Date of Receipt of Cargo
July 15, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
--------------	---------------	---------------------------------	--------------------	---------------

BIG LOTS STORES
PO NO: 95320743
SKU NO: 810747464,
810747644, 810747992
CARTON 1 - 336
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

TABLEWARE & KITCHENWARE
PO NO: 95320743
SKU NO: 810747464, 810747644, 810747992
QTY: 1008
GR.WT: 2077.600 KGS
SB.NO: 2313540 DT. 10/07/2024

NEW DELHI-110020*HLBU1013769 (PART) SEAL# HLG9031057 40H DRY**

SHIP TO CODE & LOCATION : 00869-APPLE VALLEY, CA
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING
MATERIAL

336 CARTONS 9.299 CBM 2,077.60 KGS

TOTAL : THREE HUNDRED THIRTY-SIX (336) CARTONS ONLY**"FREIGHT COLLECT"**

SHIPMENT PER S.S. "SEASPAAN GANGES" VOY NO. 4130 DISCHARGED AT SAVANNAH, GA
SAILING ON / ABOUT July 30, 2024. CARGO RECEIVED ON July 15, 2024.

THIS IS NOT A DOCUMENT OF TITLE

Non-Negotiable**Copy****NHAVA SHEVA****July 22, 2024**

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V1

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
 - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
 - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
 - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and in preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
 - Proper Packing, etc.: All the cargoes, the subject of any Services provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
 - Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
 - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
 - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
 - Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
 - Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
 - Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or it is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement, with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
 - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- In the case of damage to goods, the date of delivery of cargoes;
 - In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper forum and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400770**

Maker/Supplier : **ATTIC PRODUCTS**
X-6, OKHLA INDUSTRIAL AREA PHASE-2,

Buyer/Consignee : **CSC DISTRIBUTION, LLC**
2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA

Shipment From : **NHAVA SHEVA** To : **MONTGOMERY, AL**

Maker/Supplier's INVOICE No.
AJ-1055-24Dated: **June 24, 2024**Date of Receipt of Cargo
July 26, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
--------------	---------------	---------------------------------	--------------------	---------------

BIG LOTS STORES
PO NO: 95320744
SKU NO: 810747464,
810747644, 810747992
CARTON 1 - 171
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

TABLEWARE & KITCHENWARE
PO NO: 95320744
SKU NO: 810747464, 810747644, 810747992
QTY: 513
GR.WT: 1057.350 KGS
SB.NO: 2561624 DT. 20/07/2024

NEW DELHI-110020*FFAU1143230 (PART) SEAL# HLG6291684 40H DRY**

SHIP TO CODE & LOCATION : 00870-MONTGOMERY, AL
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING
MATERIAL

171 CARTONS 4.860 CBM 1,057.35 KGS**TOTAL : ONE HUNDRED SEVENTY-ONE (171) CARTONS ONLY****"FREIGHT COLLECT"**

SHIPMENT PER S.S. "TUCAPEL" VOY NO. 4133 DISCHARGED AT SAVANNAH, GA
SAILING ON / ABOUT August 21, 2024. CARGO RECEIVED ON July 26, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: **1**
 (Terms and conditions are to be continued to the reverse side hereof.)

NHAVA SHEVA**July 30, 2024**

(Place and date of issue.)

YUSEN LOGISTICS**For Yusen Logistics (India) Private Limited**


Authorized Signatory

As Agent

(Authorized Signature)

V3

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400770**

Maker/Supplier : **ATTIC PRODUCTS**
X-6, OKHLA INDUSTRIAL AREA PHASE-2,

Buyer/Consignee : **CSC DISTRIBUTION, LLC**
2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA

Shipment From : **NHAVA SHEVA** To : **MONTGOMERY, AL**

Maker/Supplier's INVOICE No.

AJ-1055-24Dated: **June 24, 2024**Date of Receipt of Cargo
July 26, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95320744
SKU NO: 810747464,
810747644, 810747992
CARTON 1 - 171
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

TABLEWARE & KITCHENWARE
PO NO: 95320744
SKU NO: 810747464, 810747644, 810747992
QTY: 513
GR.WT: 1057.350 KGS
SB.NO: 2561624 DT. 20/07/2024

NEW DELHI-110020*FFAU1143230 (PART) SEAL# HLG6291684 40H DRY**

SHIP TO CODE & LOCATION : 00870-MONTGOMERY, AL
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING
MATERIAL

171 CARTONS	4.860 CBM	1,057.35 KGS
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TOTAL : ONE HUNDRED SEVENTY-ONE (171) CARTONS ONLY**"FREIGHT COLLECT"**

SHIPMENT PER S.S. "TUCAPEL" VOY NO. 4133 DISCHARGED AT SAVANNAH, GA
SAILING ON / ABOUT August 21, 2024. CARGO RECEIVED ON July 26, 2024.

THIS IS NOT A DOCUMENT OF TITLE

Non-Negotiable**Copy****NHAVA SHEVA****July 30, 2024**

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V3

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
 - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
 - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
 - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
 - Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
 - Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
 - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
 - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
 - Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
 - Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
 - Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
 - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out of or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Shipper's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- In the case of damage to goods, the date of delivery of cargoes;
 - In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400773**

Maker/Supplier : **ATTIC PRODUCTS**
X-6, OKHLA INDUSTRIAL AREA PHASE-2,
 Buyer/Consignee : **CLOSEOUT DISTRIBUTION, LLC**
50 RAUSCH CREEK RD, TREMONT, PA 17981, USA
 Shipment From : **NHAVA SHEVA** To : **TREMONT, PA**

Maker/Supplier's INVOICE No.
AJ-1056-24Dated: **June 24, 2024**Date of Receipt of Cargo
July 27, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95320745
SKU NO: 810747464,
810747644, 810747992
CARTON 1 - 306
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

KITCHENWARE
PO NO: 95320745
SKU NO: 810747464, 810747644, 810747992
QTY: 918
GR.WT: 1892.100 KGS
SB.NO: 2561610 DT. 20/07/2024

NEW DELHI-110020*UETU5610836 (PART) SEAL# OOLJSC2217 40H DRY**

SHIP TO CODE & LOCATION : 00874-TREMONT, PA
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING
MATERIAL

306 CARTONS 8.697 CBM 1,892.10 KGS

TOTAL : THREE HUNDRED SIX (306) CARTONS ONLY**"FREIGHT COLLECT"**

SHIPMENT PER S.S. "APL SOUTHAMPTON" VOY NO. 418W DISCHARGED AT NEW YORK, NY
SAILING ON / ABOUT August 18, 2024. CARGO RECEIVED ON July 27, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the
YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard
 Trading Conditions printed reverse side. Forwarding instructions can only
 be cancelled or altered if the original of this document is surrendered to the
 Company and then only provided the Company is still in a position to
 comply with such cancellation or alteration. Instructions authorizing
 disposal by a third party can only be cancelled or altered if the original of
 this document is surrendered to the Company, and then only provided the
 Company have not yet received instructions under the original authority.
 The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: **1**
 (Terms and conditions are to be continued to the reverse side hereof.)

NHAVA SHEVA**July 31, 2024**

(Place and date of issue.)

YUSEN LOGISTICS**For Yusen Logistics (India) Private Limited**


Authorized Signatory

As Agent

(Authorized Signature)

V3

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400773**

Maker/Supplier : **ATTIC PRODUCTS**
X-6, OKHLA INDUSTRIAL AREA PHASE-2,

Buyer/Consignee : **CLOSEOUT DISTRIBUTION, LLC**
50 RAUSCH CREEK RD, TREMONT, PA 17981, USA

Shipment From : **NHAVA SHEVA** To : **TREMONT, PA**

Maker/Supplier's INVOICE No.
AJ-1056-24

Dated: **June 24, 2024**

Date of Receipt of Cargo
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Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95320745
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810747644, 810747992
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MADE IN INDIA

NOTIFY PARTY: GEODIS
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PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

KITCHENWARE
PO NO: 95320745
SKU NO: 810747464, 810747644, 810747992
QTY: 918
GR.WT: 1892.100 KGS
SB.NO: 2561610 DT. 20/07/2024

***NEW DELHI-110020**

UETU5610836 (PART) SEAL# OOLJSC2217 40H DRY

SHIP TO CODE & LOCATION : 00874-TREMONT, PA
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING
MATERIAL

306 CARTONS 8.697 CBM 1,892.10 KGS

TOTAL : THREE HUNDRED SIX (306) CARTONS ONLY

"FREIGHT COLLECT"

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SAILING ON / ABOUT August 18, 2024. CARGO RECEIVED ON July 27, 2024.

THIS IS NOT A DOCUMENT OF TITLE

Non-Negotiable

Copy

NHAVA SHEVA

July 31, 2024

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V3

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
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 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
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 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
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- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or it is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement, with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
 - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- In the case of damage to goods, the date of delivery of cargoes;
 - In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper forum and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

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FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400774**

Maker/Supplier : **ATTIC PRODUCTS**
X-6, OKHLA INDUSTRIAL AREA PHASE-2,
 Buyer/Consignee : **BIG LOTS STORES, LLC**
500 PHILLIPI RD, COLUMBUS, OH 43228, USA
 Shipment From : **NHAVA SHEVA** To : **COLUMBUS, OH**

Maker/Supplier's INVOICE No.
AJ-1057-24Dated: **June 24, 2024**Date of Receipt of Cargo
July 26, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95320747
SKU NO: 810747464,
810747644, 810747992
CARTON 1 - 168
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA
ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

KITCHENWARE
PO NO: 95320747
SKU NO: 810747464, 810747644, 810747992
QTY: 504
GR.WT: 1038.800 KGS
SB.NO: 2561615 DT. 20/07/2024

NEW DELHI-110020*SEGU5618304 (PART) SEAL# HLG6337897 40H DRY**

SHIP TO CODE & LOCATION : 00890-COLUMBUS, OH
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING
MATERIAL

168 CARTONS 4.774 CBM 1,038.80 KGS

TOTAL : ONE HUNDRED SIXTY-EIGHT (168) CARTONS ONLY**"FREIGHT COLLECT"**

SHIPMENT PER S.S. "TORRENTE" VOY NO. 4132 DISCHARGED AT NORFOLK, VA
SAILING ON / ABOUT August 13, 2024. CARGO RECEIVED ON July 26, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the
YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard
 Trading Conditions printed reverse side. Forwarding instructions can only
 be cancelled or altered if the original of this document is surrendered to the
 Company and then only provided the Company is still in a position to
 comply with such cancellation or alteration. Instructions authorizing
 disposal by a third party can only be cancelled or altered if the original of
 this document is surrendered to the Company, and then only provided the
 Company have not yet received instructions under the original authority.
 The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: **1**
 (Terms and conditions are to be continued to the reverse side hereof.)

NHAVA SHEVA**July 31, 2024**

(Place and date of issue.)

YUSEN LOGISTICS**For Yusen Logistics (India) Private Limited**


Authorized Signatory

As Agent

(Authorized Signature)

V2

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
- h) Proper Packing, etc.: All the cargoes, the subject of any Services provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
- k) Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
- l) Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

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- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement, with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
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- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

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- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
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- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
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- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper forum and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-MUN-2400132**

Maker/Supplier : **ATTIC PRODUCTS**
X-6, OKHLA INDUSTRIAL AREA PHASE-2,

Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA

Shipment From : **MUNDRA** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
AJ-1058-24Dated: **June 24, 2024**Date of Receipt of Cargo
August 03, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
BIG LOTS STORES PO NO: 95322264 SKU NO: 810746854, 810746855, 810746970, 810747031 CARTON 1 - 520 MADE IN INDIA				
NOTIFY PARTY: GEODIS 5101 S. BROAD STREET PHILADELPHIA, PA 19112-1404, U.S.A. ATTN: ALENA LAMINA ALSO NOTIFY: EDRAI 2020 LLC. 1300 SOUTH MINT STREET SUITE 200 CHARLOTTE NC 28203 USA TEL: 704-593-6329 EMAIL: DATAQUALITY@EDRAYCPL.COM CY-CY FURNITURE PO NO: 95322264 SKU NO: 810746854, 810746855, 810746970, 810747031 QTY: 520 GR.WT: 19427.200 KGS SHIPPING BILL # 2909988 DT : 02-AUG-24 *NEW DELHI-110020 SHIPPER'S LOAD, COUNT AND SEAL SAID TO CONTAIN MOTU1429904 SEAL# IN1642090 40H DRY ONEU0191916 SEAL# IN1642089 40H DRY SHIP TO CODE & LOCATION : 00879-DURANT, OK SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL 520 CARTONS 131.216 CBM 19,427.20 KGS ===== TOTAL : FIVE HUNDRED TWENTY (520) CARTONS ONLY				

"FREIGHT COLLECT"

SHIPMENT PER S.S. "SAN DIEGO BRIDGE" VOY NO. 0VBHXW1MA DISCHARGED AT LOS ANGELES, CA
SAILING ON / ABOUT August 8, 2024. CARGO RECEIVED ON August 3, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
 (Terms and conditions are to be continued to the reverse side hereof.)

MUNDRA**August 10, 2024**

(Place and date of issue.)

YUSEN LOGISTICS**For Yusen Logistics (India) Private Limited**


Authorized Signatory

As Agent

(Authorized Signature)

V3

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-MUN-2400132**

Maker/Supplier : **ATTIC PRODUCTS**
X-6, OKHLA INDUSTRIAL AREA PHASE-2,

Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA

Shipment From : **MUNDRA** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
AJ-1058-24

Dated: **June 24, 2024**

Date of Receipt of Cargo
August 03, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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THIS IS NOT A DOCUMENT OF TITLE

Non-Negotiable

Copy

MUNDRA**August 10, 2024**

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V3

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and in preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
- h) Proper Packing, etc.: All the cargoes, the subject of any Services provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
- k) Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
- l) Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or it is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement, with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
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PO # 95217767

Date Created 03/08/2024
Version: 0
Buyer: MERRIMAN, SAVANNAH
Do Not Ship Before: 05/27/2024
Cancel if not Shipped by: 06/03/2024
Must be Routed by: 05/06/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: MUNDRA , IN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

DURANT DC - #0879
DURANT DC, LLC
2306 ENTERPRISE DR
DURANT OK 74701-1964

Telephone: 580-931-2100 Fax: 580-931-2197

BILL TO

DURANT DC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 1009673

ATTIC PRODUCTS
PRAVENDRA THAKUR
X6 OKHLA INDUSTRIAL AREA
NEW DELHI
INDIA

Contact: PRAVENDRA THAKUR
Telephone: 91-11-41357720 Fax 91-11-2638102
E-Mail: m2@attic-products.com

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

384

111,348.48

22,656.00

64.979

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.

OFFICE-COPY

PO#: 95217767

Page 6 of 6

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

[illegible]



PO # 95217768

Date Created 03/08/2024

Version: 0

Buyer: MERRIMAN, SAVANNAH

Do Not Ship Before: 06/03/2024

Cancel if not Shipped by: 06/10/2024

Must be Routed by: 05/13/2024

Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC

Freight Terms: Collect

FOB: MUNDRA , IN

See attached Terms and Conditions for additional Big Lots requirements.

A complete list of requirements can be found on the Big Lots website

www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

COLUMBUS DC - #0890

BIG LOTS STORES, LLC

500 PHILLIPI RD

COLUMBUS OH 43228-9006

Telephone: 614-278-6800 Fax: 614-278-3809

BILL TO

BIG LOTS STORES, LLC

4900 E. Dublin Granville Rd

Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 1009673

ATTIC PRODUCTS

PRAVENDRA THAKUR

X6 OKHLA INDUSTRIAL AREA

NEW DELHI

INDIA

Contact: PRAVENDRA THAKUR

Telephone: 91-11-41357720 Fax 91-11-2638102

E-Mail: m2@attic-products.com

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
528	153,104.16	31,152.00	64.979

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



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27. **Import/Export Laws.** Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.

OFFICE-COPY

PO#: 95217768

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

[illegible]



PO # 95320746

Date Created 04/18/2024
Version: 0
Buyer: TREMPE, KAREN
Do Not Ship Before: 06/03/2024
Cancel if not Shipped by: 06/10/2024
Must be Routed by: 05/13/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: LCL-NHAVA SHENWA

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

DURANT DC - #0879
DURANT DC, LLC
2306 ENTERPRISE DR
DURANT OK 74701-1964

Telephone: 580-931-2100 Fax: 580-931-2197

BILL TO

DURANT DC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 1009673

ATTIC PRODUCTS
PRAVENDRA THAKUR
X6 OKHLA INDUSTRIAL AREA
NEW DELHI
INDIA

Contact: PRAVENDRA THAKUR
Telephone: 91-11-41357720 Fax 91-11-2638102
E-Mail: m2@attic-products.com

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
522	7,476.78	2,928.42	58.215

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



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PO#: 95320746

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

320	810747464	SERVE BOARD ACACIA	0.00	IN	3		174	5.97	1,278.69	08/12/2024
32002	J-87505	WOODSERVE			3		58	1.38	2,608.26	
32002002	NA	PRODUCTION	999					14.99	51.573	18.98
1	481074746405		GRM	0.993	A1					
320	810747644	SERVE BOARD BEADED	0.00	IN	3		174	6.24	1,278.83	08/12/2024
32002	J-90396	WOODSERVE			3		58	1.11	2,608.26	
32002002	NA	PRODUCTION	999					14.99	51.595	18.98
2	481074764409		GRM	0.689	A1					
320	810747992	SERVE BOARD ROUND W	0.00	IN	3		174	4.62	999.60	08/12/2024
32002	J-73071-M	WOODSERVE			3		58	1.12	2,260.26	
32002002	NA	PRODUCTION	999					12.99	56.309	16.99
3	481074799203		GRM	0.835	A1					



PO # 95320743
Date Created 04/18/2024
Version: 0
Buyer: TREMPE, KAREN
Do Not Ship Before: 06/10/2024
Cancel if not Shipped by: 06/17/2024
Must be Routed by: 05/20/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: LCL-NHAVA SHENWA

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

APPLE VALLEY DC - #0869
AVDC, LLC
18880 NAVAJO ROAD
APPLE VALLEY CA 92307

Telephone: 760-503-0520 Fax:

BILL TO

AVDC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 1009673

ATTIC PRODUCTS
PRAVENDRA THAKUR
X6 OKHLA INDUSTRIAL AREA
NEW DELHI
INDIA

Contact: PRAVENDRA THAKUR
Telephone: 91-11-41357720 Fax 91-11-2638102
E-Mail: m2@attic-products.com

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

1,008

14,437.92

5,654.88

58.216

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



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PO#: 95320743

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

320	810747464	SERVE BOARD ACACIA	0.00	IN	3		336	5.97	2,469.20	08/12/2024
32002	J-87505	WOODSERVE			3		112	1.38	5,036.64	
32002002	NA	PRODUCTION	999					14.99	51.573	18.98
1	481074746405		GRM	0.993	A1					
320	810747644	SERVE BOARD BEADED	0.00	IN	3		336	6.24	2,469.47	08/12/2024
32002	J-90396	WOODSERVE			3		112	1.11	5,036.64	
32002002	NA	PRODUCTION	999					14.99	51.594	18.98
2	481074764409		GRM	0.689	A1					
320	810747992	SERVE BOARD ROUND W	0.00	IN	3		336	4.62	1,930.25	08/12/2024
32002	J-73071-M	WOODSERVE			3		112	1.12	4,364.64	
32002002	NA	PRODUCTION	999					12.99	56.309	16.99
3	481074799203		GRM	0.835	A1					



PO # 95320744

Date Created 04/18/2024
Version: 0
Buyer: TREMPE, KAREN
Do Not Ship Before: 06/17/2024
Cancel if not Shipped by: 06/24/2024
Must be Routed by: 05/27/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: LCL-NHAVA SHENWA

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO
MONTGOMERY DC - #0870
CSC DISTRIBUTION, LLC
2855 SELMA HWY
MONTGOMERY AL 36108-5035

Telephone: 334-286-6633 Fax: 334-286-7024

BILL TO
CSC DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 1009673

ATTIC PRODUCTS
PRAVENDRA THAKUR
X6 OKHLA INDUSTRIAL AREA
NEW DELHI
INDIA

Contact: PRAVENDRA THAKUR
Telephone: 91-11-41357720 Fax 91-11-2638102
E-Mail: m2@attic-products.com

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

513

7,347.87

2,877.93

58.216

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95320744

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

320	810747464	SERVE BOARD ACACIA	0.00	IN	3		171	5.97	1,256.64	08/12/2024
32002	J-87505	WOODSERVE			3		57	1.38	2,563.29	
32002002	NA	PRODUCTION	999					14.99	51.573	18.98
1	481074746405		GRM	0.993	A1					
320	810747644	SERVE BOARD BEADED	0.00	IN	3		171	6.24	1,256.78	08/12/2024
32002	J-90396	WOODSERVE			3		57	1.11	2,563.29	
32002002	NA	PRODUCTION	999					14.99	51.595	18.98
2	481074764409		GRM	0.689	A1					
320	810747992	SERVE BOARD ROUND W	0.00	IN	3		171	4.62	982.36	08/12/2024
32002	J-73071-M	WOODSERVE			3		57	1.12	2,221.29	
32002002	NA	PRODUCTION	999					12.99	56.309	16.99
3	481074799203		GRM	0.835	A1					



PO # 95320745

Date Created 04/18/2024
Version: 0
Buyer: TREMPE, KAREN
Do Not Ship Before: 06/17/2024
Cancel if not Shipped by: 06/24/2024
Must be Routed by: 05/27/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: LCL-NHAVA SHENWA

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

TREMONT DC - #0874
CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT PA 17981-1734

Telephone: 570-695-2848 Fax: 570-695-2862

BILL TO

CLOSEOUT DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 1009673

ATTIC PRODUCTS
PRAVENDRA THAKUR
X6 OKHLA INDUSTRIAL AREA
NEW DELHI
INDIA

Contact: PRAVENDRA THAKUR
Telephone: 91-11-41357720 Fax: 91-11-2638102
E-Mail: m2@attic-products.com

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

918

13,148.82

5,149.98

58.215

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95320745

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

320	810747464	SERVE BOARD ACACIA	0.00	IN	3		306	5.97	2,248.73	08/12/2024
32002	J-87505	WOODSERVE			3		102	1.38	4,586.94	
32002002	NA	PRODUCTION	999					14.99	51.573	18.98
1	481074746405		GRM	0.993	A1					
320	810747644	SERVE BOARD BEADED	0.00	IN	3		306	6.24	2,248.98	08/12/2024
32002	J-90396	WOODSERVE			3		102	1.11	4,586.94	
32002002	NA	PRODUCTION	999					14.99	51.594	18.98
2	481074764409		GRM	0.689	A1					
320	810747992	SERVE BOARD ROUND W	0.00	IN	3		306	4.62	1,757.91	08/12/2024
32002	J-73071-M	WOODSERVE			3		102	1.12	3,974.94	
32002002	NA	PRODUCTION	999					12.99	56.309	16.99
3	481074799203		GRM	0.835	A1					



PO # 95320747

Date Created 04/18/2024
Version: 0
Buyer: TREMPE, KAREN
Do Not Ship Before: 06/17/2024
Cancel if not Shipped by: 06/24/2024
Must be Routed by: 05/27/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: LCL-NHAVA SHENWA

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

COLUMBUS DC - #0890
BIG LOTS STORES, LLC
500 PHILLIPI RD
COLUMBUS OH 43228-9006

Telephone: 614-278-6800 Fax: 614-278-3809

BILL TO

BIG LOTS STORES, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 1009673

ATTIC PRODUCTS
PRAVENDRA THAKUR
X6 OKHLA INDUSTRIAL AREA
NEW DELHI
INDIA

Contact: PRAVENDRA THAKUR
Telephone: 91-11-41357720 Fax 91-11-2638102
E-Mail: m2@attic-products.com

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

504

7,218.96

2,827.44

58.215

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of B buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95320747

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

320	810747464	SERVE BOARD ACACIA	0.00	IN	3		168	5.97	1,234.60	08/12/2024
32002	J-87505	WOODSERVE			3		56	1.38	2,518.32	
32002002	NA	PRODUCTION	999					14.99	51.572	18.98
1	481074746405		GRM	0.993	A1					
320	810747644	SERVE BOARD BEADED	0.00	IN	3		168	6.24	1,234.73	08/12/2024
32002	J-90396	WOODSERVE			3		56	1.11	2,518.32	
32002002	NA	PRODUCTION	999					14.99	51.594	18.98
2	481074764409		GRM	0.689	A1					
320	810747992	SERVE BOARD ROUND W	0.00	IN	3		168	4.62	965.13	08/12/2024
32002	J-73071-M	WOODSERVE			3		56	1.12	2,182.32	
32002002	NA	PRODUCTION	999					12.99	56.308	16.99
3	481074799203		GRM	0.835	A1					



PO # 95322264

Date Created 04/19/2024
Version: 1
Buyer: MERRIMAN, SAVANNAH
Do Not Ship Before: 07/15/2024
Cancel if not Shipped by: 07/22/2024
Must be Routed by: 06/24/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: MUNDRA , IN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CRF.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

DURANT DC - #0879
DURANT DC, LLC
2306 ENTERPRISE DR
DURANT OK 74701-1964

Telephone: 580-931-2100 Fax: 580-931-2197

BILL TO

DURANT DC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 1009673

ATTIC PRODUCTS
PRAVENDRA THAKUR
X6 OKHLA INDUSTRIAL AREA
NEW DELHI
INDIA

Contact: PRAVENDRA THAKUR
Telephone: 91-11-41357720 Fax 91-11-2638102
E-Mail: m2@attic-products.com

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

520

155,984.40

49,920.00

65.606

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



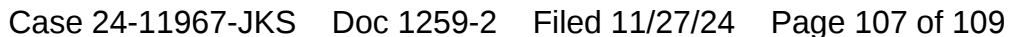
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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

340	810746970	COMBO 1 CABINET/2 B	0.00	IN	1		130	96.00	16,209.70	09/09/2024
61006	ATP-54870	ACCENT CHESTS/CABIN			1		130	28.69	38,996.10	
61006003	NA	CLOSEOUT	HST					299.97	58.913	
1	481074697004		GRM	8.540	A1					
-->> The	above assortment	(810746970)	consists of							09/09/2024
0										
340	810747010	2DOOR MANGO WOOD C	0.00	IN			130	50.00	6,500.00	09/09/2024
61006	ATP-54870-A	ACCENT CHESTS/CABIN					130		19,498.70	
61006003	NA	CLOSEOUT	HST					149.99	66.664	299.99
2	481074701008			8.540	A1					
340	810747021	MANGO WOOD BEDSIDE	0.00	IN			260	23.00	5,980.00	09/09/2024
61006	ATP-54870-B	SIDE TABLES					130		12,997.40	
61006001	NA	CLOSEOUT	HST					49.99	53.991	79.99
3	481074702104				A1					
End of	assortment list	for -810746970								09/09/2024
0										
340	810747031	COMBO 1 CABINET/2 B	0.00	IN	1		130	96.00	16,209.70	09/09/2024
61006	ATP-54871	ACCENT CHESTS/CABIN			1		130	28.69	38,996.10	
61006003	NA	CLOSEOUT	HST					299.97	58.913	
4	481074703101		GRM	8.540	A1					



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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Descrption		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

340	810746824	2DOOR MANGO WOOD C	0.00	IN			130	50.00	6,500.00	09/09/2024
61006	ATP-54872-A	ACCENT CHESTS/CABIN					130		25,998.70	
61006003	NA	CLOSEOUT	HST					199.99	74.999	299.99
8	481074682406			8.540	A1					
340	810746825	MANGO WOOD BEDSIDE	0.00	IN			260	23.00	5,980.00	09/09/2024
61006	ATP-54872-B	SIDE TABLES					130		12,997.40	
61006001	NA	CLOSEOUT	HST					49.99	53.991	103.99
9	481074682505				A1					
End of	assortment list	for -810746854								09/09/2024
0										
340	810746855	COMBO 1 CABINET/2 B	0.00	IN	1		130	96.00	16,209.70	09/09/2024
61006	ATP-54873	ACCENT CHESTS/CABIN			1		130	28.69	38,996.10	
61006003	NA	CLOSEOUT	HST					299.97	58.913	
10	481074685506		GRM	8.540	A1					
-->> The	above assortment	(810746855)	consists of							09/09/2024
0										
340	810746853	2DOOR MANGO WOOD C	0.00	IN			130	50.00	6,500.00	09/09/2024
61006	ATP-54873-A	ACCENT CHESTS/CABIN					130		25,998.70	
61006003	NA	CLOSEOUT	HST					199.99	74.999	299.99
11	481074685308			8.540	A1					

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

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